

Community Renewable Energy Board

Meeting Agenda

Public Notice is hereby given that the Community Renewable Energy Agency Board will assemble in a public meeting on February 7, 2022, at the Millcreek City Hall located at 3330 South 1300 East Millcreek UT, commencing at 1:00 p.m. The Board will convene in an electronic meeting. Board members may participate from remote locations. Board members will be connected to the electronic meeting by GoToMeeting, Zoom or telephonic communications. The anchor location will be Millcreek City Hall. Members of the public who are not physically present at the anchor location may attend the meeting remotely by electronic means at <https://global.gotomeeting.com/join/890138285>.

REGULAR MEETING of the Board:

1. Welcome, Introduction and Preliminary Matters

- 1.1 Purpose and overview of meeting
- 1.2 Identification and update on community participation in Community Renewable Energy Agency (welcoming new members if any) and review list of remaining eligible communities
- 1.3 Current participation percentages included in Board packet. No updates since January 10, 2022, Community Renewable Energy Agency Board meeting
- 1.4 Written briefing: copy of submitted Community Renewable Energy Agency comments to the Office of Energy Development's request for comments on the future State Energy Plan
- 1.5 Response to question raised last meeting: how a party would call for a weighted vote

2. Business Matters

- 2.1 Approval of January 10, 2022 Meeting Minutes
- 2.2 Treasurer Report (Year-to-Date contributions and expenses)
- 2.3 Reports from committees (Communications, Low-Income Plan, Program Design)
- 2.4 Board member comments

3. Adjournment

In accordance with the Americans with Disabilities Act, the Board will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting Kurt Hansen, 801-214-2751, at least 48 hours in advance of the meeting.

THE UNDERSIGNED HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

Millcreek City Hall

Utah Public Notice Website
<http://pmn.utah.gov>

DATE: 2/2/2022

Emily Quinton

Alex Wendt

Note agenda items may be moved in order, sequence, and time to meet the needs of the Board.

This meeting will be live streamed via <https://millcreek.us/373/Meeting-Live-Stream>.

Participation Percentage

Signed Agreement to Secretary	Date Deemed Withdrawn	Listed Entities:	1/5/2022							
			Phase 1 Initial Payment Obligation of Listed Entities Who Are Members as of Meeting Date Above	Phase 1 Anchor Proportionate Shares, based on Max Anchor Payments	Phase 1 Initial Payment Obligation of Listed Entities Who Are Not Members as of Meeting Date Above	Non-member Phase 1 Payment Obligation Distributed Proportionally Among Anchors	Total Phase 1 Payment Obligations as of Meeting Date Above	Participation Percentage for Weighted Vote as of Meeting Date Above	Yes vote on Resolution 22-01 Weighted Vote?	Total Yes Percentage on 22-01
7/1/2021		Grand County	2,109.37	1.49%	\$ -	\$ 1,942.01	\$ 4,051.38	1.16%		0.00%
10/1/2021		Salt Lake County	11,570.26	0.00%	\$ -	\$ -	\$ 11,570.26	3.31%		0.00%
7/1/2021		Summit County	10,759.97	7.61%	\$ -	\$ 9,906.25	\$ 20,666.22	5.90%		0.00%
7/1/2021		Town of Alta	218.93	0.00%	\$ -	\$ -	\$ 218.93	0.06%		0.00%
		Bluffdale City	0.00	0.00%	\$ 11,088.57	\$ -	\$ -	0.00%		0.00%
7/1/2021		Town of Castle Valley	106.74	0.08%	\$ -	\$ 98.27	\$ 205.01	0.06%		0.00%
		Coalville City	0.00	0.00%	\$ 562.99	\$ -	\$ -	0.00%		0.00%
7/1/2021		Cottonwood Heights	10,942.10	0.00%	\$ -	\$ -	\$ 10,942.10	3.13%		0.00%
		Emigration Canyon Township	0.00	0.00%	\$ 456.22	\$ -	\$ -	0.00%		0.00%
8/3/2021		Francis City	421.54	0.00%	\$ -	\$ -	\$ 421.54	0.12%		0.00%
7/1/2021		City of Holladay	9,387.72	0.00%	\$ -	\$ -	\$ 9,387.72	2.68%		0.00%
		Kamas City	0.00	0.00%	\$ 743.49	\$ -	\$ -	0.00%		0.00%
7/13/2021		Kearns	9,606.01	0.00%	\$ -	\$ -	\$ 9,606.01	2.74%		0.00%
7/1/2021		Moab City	2,237.95	1.58%	\$ -	\$ 2,060.39	\$ 4,298.34	1.23%		0.00%
7/1/2021		Millcreek	18,421.40	13.03%	\$ -	\$ 16,959.79	\$ 35,381.19	10.11%		0.00%
		Oakley City	0.00	0.00%	\$ 520.00	\$ -	\$ -	0.00%		0.00%
7/28/2021		Ogden City	35,737.26	0.00%	\$ -	\$ -	\$ 35,737.26	10.21%		0.00%
		City of Orem	0.00	0.00%	\$ 31,019.52	\$ -	\$ -	0.00%		0.00%
7/13/2021		Park City	6,742.38	4.77%	\$ -	\$ 6,207.41	\$ 12,949.79	3.70%		0.00%
7/1/2021		Salt Lake City	101,050.33	71.45%	\$ -	\$ 93,032.67	\$ 194,083.00	55.45%		0.00%
7/1/2021		Town of Springdale	481.26	0.00%	\$ -	\$ -	\$ 481.26	0.14%		0.00%
		West Jordan City	0.00	0.00%	\$ 37,916.77	\$ -	\$ -	0.00%		0.00%
		West Valley City	0.00	0.00%	\$ 47,899.22	\$ -	\$ -	0.00%		0.00%
7/1/2021			219,793.22	100.00%	\$ 130,206.78	\$ 130,206.78	\$ 350,000.00	100%		0.00%

[Date]

What issues and opportunities should we consider in regards the relationship between energy and the environment?

The Community Renewable Energy Agency appreciates the opportunity to submit these comments to the Utah Office of Energy Development as you update the State Energy Plan. The Community Renewable Energy Program is a market-based opportunity to build hundreds of megawatts of new Utah-based renewable energy generation and storage this decade, without producing additional air pollution or carbon emissions. Energy development of this kind aligns with the targets articulated in “The Utah Roadmap”(1) published by the Kem Gardner Policy Institute and the goals expressed in the “Utah Climate and Clean Air Compact”(2).

(1) <https://gardner.utah.edu/wp-content/uploads/TheUtahRoadmap-Feb2020.pdf>

(2) <https://climateandcleanaircompact.org/>

What issues and opportunities should we consider in regards the relationship between energy and the economy?

The Community Renewable Energy Program represents an opportunity to invest hundreds of millions of dollars in Utah’s economy and enjoy the “multiplier effect” of jobs and additional public revenues. A recent BYU report (3) underlines the cost advantage of wind and solar as “the cheapest and cleanest energy sources ever available.” A recent report from the Western Way (4) estimates that renewable energy development in Utah will have created a total output of \$5.3 Billion in direct and indirect benefits by 2023. The Community Renewable Energy Program is positioned to create a steady stream of renewable energy and storage projects and associated economic output through 2030 and beyond.

(3) <https://pws.byu.edu/clean-electrification>

(4) <https://www.thewesternway.org/ut-eco-devo>

What issues and opportunities should we consider in regards the relationship between energy and public lands?

The Community Renewable Energy Program represents an opportunity to responsibly develop renewable energy projects in Utah that produce stable revenues which support schools and rural communities. The State of Utah School and Institutional Trust Lands

Administration (SITLA) highlights renewable development as “an increasingly important piece of the Trust’s revenue in supporting the beneficiaries” (5).

(5) <https://trustlands.utah.gov/work-with-us/renewable-energy/>

What issues and opportunities should we consider in regards the relationship between energy and infrastructure?

Adding transmission capacity could unlock low-cost solar resources in Southern Utah to serve both the Community Renewable Energy Program and all other Rocky Mountain Power customers. The State of Utah could help leverage some of the \$65 Billion in grid funding made available by the recent Bipartisan Infrastructure Deal (6) and bring stakeholders together to determine appropriate siting and sharing of costs to hopefully bring a transmission project online before 2030—the year by which the Community Renewable Energy Program hopes to achieve its net-100% renewable goal.

(6) <https://www.whitehouse.gov/briefing-room/statements-releases/2021/11/06/fact-sheet-the-bipartisan-infrastructure-deal/>

What else should we be thinking about or include in the plan?

The State Energy Plan could encourage structured dialogue among urban, rural, and Tribal communities to identify win-win renewable energy and storage opportunities to help ensure that clean energy development can benefit Utahns from across the state.

Would you like to be added to our email list? If so, please write it here.

utah100communities@gmail.com

Community Renewable Energy Board Meeting Minutes

The Community Renewable Energy Board, met in a special public meeting on Monday, January 10, 2022, at Millcreek City Hall, located at 3330 S. 1300 E., Millcreek, UT 84106. The Board will convene in an electronic meeting. Board members may participate from remote locations. Board members will be connected to the electronic meeting by GoToMeeting, Zoom, or telephonic communications. The anchor location will be Millcreek City Hall.

PRESENT:

Board Members

In person

Dan Dugan, Chair
Jeff Silvestrini
Emily Quinton
Christopher Thomas
Drew Quinn

Electronic

Chris Cawley
Luke Cartin
Angela Choberka
Glenn Wright
Kalen Jones
Randy Aton
Michael Shea
Samantha DeSeelhorst
Sarah Stock
Patrick Schaeffer
Mara Brown
Holly Smith
Pamela Gibson

Staff

Alexander Wendt, Millcreek Deputy City Recorder
Kurt Hansen, Millcreek Facilities Director

Attendees: Will Kocher, Monica O'Malley, Sarah Montoya, Roger Bourke, Zach Darby, Mila Dunbar-Irwin, Janene Eller-Smith, Eliza Cowie, Nicole Cottle, Ross Watkins, Jeremy Shinoda

Minutes by Alexander Wendt.

REGULAR MEETING – 1:00 p.m.

TIME COMMENCED: 1:00 p.m.

1. Welcome, Introduction, and Preliminary Matters

1.1 Purpose and Overview of Meeting

Chair Dugan called the meeting to order.

1.2 Identification and Update on Community Participation in Community Renewable Energy Agency (Welcoming New Members if Any) and Review list of Remaining Eligible Communities

Chair Dugan reviewed the anchor communities, they include Castle Valley, Grand County, Moab, Millcreek, Park City, Salt Lake City, and Summit County.

Communities that have elected to participate as non-anchor communities are, Cottonwood Heights, Francis, Holladay, Alta, Springdale, Kearns Metro Township, Salt Lake County, and Ogden. Communities eligible to join are Bluffdale, Coalville, Emigration Canyon Township, Kamas, Oakley, Orem, West Jordan, West Valley City.

1.3 Reminder: If a community would like to appoint a new board member, that appointment needs to be evidenced by either a letter from the local government's chief executive officer or by resolution from the local government's governing body. Please send this letter of appointment or resolution to the Agency's Secretary, Emily Quinton.

Chair Dugan gave the reminder to send the resolution to Secretary Emily Quinton.

1.4 Review of Voting Slides From Board Orientation and Current Participation Percentages

Christopher Thomas, staff with Salt Lake City, gave a presentation on voting from the governance agreement. Pre-Implementation voting was different from Post-Implementation voting. Pre-Implementation voting takes place before the program is approved. Majority of communities with the option for two communities to call for a weighted vote. Otherwise, a majority of communities is required for a vote to pass. In a weighted vote, the vote will be weighted by "participation percentage," which changes throughout the timeline. General votes must be taken at a meeting with a quorum. This requires at least a majority of Board Members present and voting. Weighted votes are when if any two Board Members call for a weighted vote, then this requires at least a majority of participation percentage.

What is the Participation Percentage? From the effective date to September 30, 2021, this is the original weight. This is based on each party's average of population and electric load, in relation to all other parties who sign onto the agreement. From October 1, 2021, to the program submittal date the participation percentage is based on each party's phase 1 payment obligation, which includes Phase 1 initial payments and any Phase 1 anchor payments. From Program Submittal date to the end of the implementation period the participation percentage is based on each party's Phase 2 payment obligation, which included Phase 2 initial payments and any Phase 2 anchor payments.

Post Implementation voting has two types of votes. Altering a program requirement requires all participating communities, not just those at a meeting. This also requires at least 2/3 of Board Members and at least a majority of participation percentage. For a renewable resource vote, this requires all participating communities. Experts must

calculate the incremental rate impact of the new resource in conjunction with all other previously approved resources. If the calculated impact is less than 10%, this requires at least a majority of Board Members and at least a majority of participation percentage. If the calculated impact is 10% or greater, this requires at least 2/3 of Board Members, two votes, and 2/3 of participation percentage would have to vote yes.

Mr. Thomas noted the Board is in the October 1, 2021, until submittal date period of voting. Eight other communities are still eligible but have not joined. Board Member DeSeelhorst asked if there was an established protocol to call for a weighted vote, and asked that the Board consider this in case it does come up in the future before it happens. Chair Dugan said this should be on the agenda to discuss among the executive committee and then bring it to the general board for a vote. Chair Dugan said that if more communities joined the Board then the weighted percentages would change, some would go up and some would go down. Mr. Thomas used West Jordan as an example, if they joined the Board payment obligations would go down for anchor communities and West Jordan would then have a voting participation percentage. West Valley joining would also cause changes. Board Member Aton clarified, 50% of a vote carries in a weighted vote, since Salt Lake City has 55% of the vote then that option will win. Board Member Silvestrini added that it takes two members to call for a weighted vote, that way one municipality cannot control everything. Board Member Aton said that Salt Lake City has a large proportion of population and electric load. Mr. Thomas said that in his perspective that a weighted vote never happens. It is much better when there is consensus among the communities. Chair Dugan said it would be great for more municipalities to join the Board because then Salt Lake City will have less power in a weighted vote.

2. Business Matters

2.1 Approval of December 6, 2021, Meeting Minutes

Board Member Silvestrini moved to approve the meeting minutes for the meeting on December 6, 2021. Board Member Quinn seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.

2.2 Treasurer Report (Year-to-Date Contributions and Expenses)

Board Member Silvestrini explained the Board has received contribution from every community except Grand County. Grand County has signed up to be an anchor community. Board Member Stock asked if Grand County has until the 31st of January. Board Member Silvestrini said that they do indeed have until January 31, 2022. The only expenditure made has been to the law firm to retain the services of James Dodge, Russell, and Stephens.

2.3 Reports from committees (Program Design, Low-Income Plan, Communications).

Communication Committee – Board Member Cawley gave an update from the Communication Committee. The Sierra Club and O2 Utah attended the meeting. Both groups have been promoting the agency and lobbying communities to join. The Communication Committee has set up a monthly e-newsletter and an Instagram

page. They continue to get the word out. Board Member Choberka said she has used the Community Energy Agency Facebook and webpage to inform members of the community. Ogden is going to send out a survey to residents and business about Ogden participation in the program. Board Member Cawley said that they have not discussed a broad participation survey. Board Member Choberka said that the survey became wordy and full of jargon quickly because the program is complex. Board Member Cawley agreed that the language is complicated. Board Member DeSeelhorst added that the committee has talked about a content calendar to decide when certain types of content should be sent out. This can help distill the program down to simpler terms.

Low Income Plan Committee – Board Member DeSeelhorst gave the Low-Income Plan Committee update. The most recent meeting was December 13, 2021. They reviewed federal estimates from the Low-Income Energy Affordability Data Tool. Board Member DeSeelhorst reviewed the energy burden found in Salt Lake City. This means what percentage of income that energy costs use up. Mr. Thomas said everything reviewed is an early version. This will be reproduced for every community in the Agency if the community would like it. Board Member Wright asked how federal poverty level relates to area median income (AMI). Mr. Thomas explained that the map with 0-30% and the AMI is a bit old and from a previous dataset. The future version of this map will use the federal poverty level. Board Member Wright asked at what level is the federal poverty level measured. Mr. Thomas said he was not sure and would get the information for the Board. Board Member DeSeelhorst explained the next meeting is on the 24th at 2pm. The committee will discuss with Rocky Mountain Power the possibility of getting aggregated utility data to inform low-income planning. The committee will produce energy burden maps and summary reports for all 23 communities.

Program Design Committee – Mr. Thomas gave the update. The Program Design Committee met twice in December. They held a meeting with Rocky Mountain Power, developed a list of learning resources on key concepts. They paid the first invoice to James Dodge, Russell, and Stephens, the outside counsel; and proposed revisions to the agency confidentiality agreement and developed a resolution. Next steps are to finalize a shared work plan and bring this to the February Board Meeting. They hope to finalize the Agency confidentiality agreement. The Program Design Committee will hold a second program design meeting with Rocky Mountain Power on January 20th. This will be on resource valuation and how the 20-year plan accounts for the Community Renewable Energy Board.

2.4 Discussion and Consideration of Resolution 22-01 Supporting Agency Confidentiality Agreement

Mr. Thomas said that Rocky Mountain Power has been sent some changes that the Agency proposed, Rocky Mountain Power has not responded to the proposed changes. The confidentiality agreement was not attached to this resolution because Rocky Mountain Power has not responded. Mr. Thomas said that Program Design Committee members will not need to sign the NDA but will need to abide by the terms of the agreement. Chair Dugan said that the Agency bylaws did not say who will sign the NDA. Program Design Committee Members should get their attorney

to review the NDA. Board Member Aton said he thinks the Low-Income Plan Committee may need to sign an NDA because they will have to see confidential data. Board Member DeSeelhorst said she has not been told this by the utility, but this is certainly possible. Board Member Silvestrini said that this is not unusual for Rocky Mountain Power to ask for something like this. The complexity in this issue lies with the Board being a public agency and Rocky Mountain Power would like to keep proprietary information private.

Board Member Quinn moved to approve Resolution 22-01, Supporting Agency Confidentiality Agreement. Board Member Choberka seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously.

2.5 Board Member Comments

Chair Dugan opened the floor to comments. Secretary Quinton shared an item from the Executive Committee. The state government of Utah is holding an online survey to potentially make changes to the State Energy Plan. Board Member Silvestrini thanked all the members of the organization that are updating their time for the Board and organization.

3. Adjournment

Board Member Silvestrini made the motion to adjourn the meeting at 2:04 p.m. Board Member Quinn seconded. Chair Dugan called for the vote. All Board Members voted yes. The motion passed unanimously

APPROVED: _____ **Date**
Dan Dugan, Chair

ATTEST:

Emily Quinton, Secretary

Agenda Item 2.3 Low-Income Plan Committee Update

Community Renewable Energy Board Meeting
February 2022



Low-Income Plan Committee Membership

- Castle Valley
- Cottonwood Heights
- Kearns
- Ogden
- Park City
- Salt Lake City
- Summit County

[Resolution 21-12](#)

Key Activities

- Most recent Committee meeting: January 24, 2022
- Discussed a request for aggregated data from Rocky Mountain Power to inform low-income planning efforts
- Utility receptive to and supportive of this data request
- RMP will internally test out various reporting options and notify us as to what is available and at what intervals
- RMP showed us a preliminary set of data related to low-income customers within current communities

Community Electric Usage



	4 Year Average				
	kWh	Low Income kWh	Low Income % kWh	Bill Count	Low Income % Bill Count
CASTLE VALLEY	1,836,797	31,069	1.66%	228	1.97%
MOAB	58,196,794	1,186,220	2.05%	3,259	5.34%
ALTA	7,284,138	-	0.00%	248	0.00%
COTTONWOOD HEIGHTS	218,712,258	950,008	0.43%	13,492	0.89%
HOLLADAY	174,632,830	610,193	0.35%	11,944	0.68%
KEARNS	118,928,843	3,299,033	2.77%	9,718	3.60%
MILLCREEK	320,954,384	4,054,657	1.26%	23,237	2.55%
SALT LAKE CITY	3,099,906,351	18,664,609	0.60%	92,817	3.01%
FRANCIS	5,844,489	42,387	0.72%	583	0.75%
PARK CITY	250,001,028	123,478	0.05%	9,957	0.29%
SPRINGDALE	18,177,110	26,263	0.15%	574	0.77%
OGDEN	944,881,408	13,819,719	1.46%	34,672	5.54%
GRAND COUNTY	77,059,002	611,930	0.80%	2,987	2.13%
SALT LAKE COUNTY	468,617,745	2,449,096	0.52%	11,332	3.17%
SUMMIT COUNTY	350,522,980	160,335	0.05%	15,453	0.16%
TOTAL	6,115,556,157	46,028,995	0.75%	230,500	0.00%

Next Steps

- Next Committee meeting: February 14, 2022
- Follow up with utility to facilitate data request
- Draft a work plan to guide Committee efforts moving forward
- Review content from low-income survey responses
- Meet with community partners, such as Department of Workforce Services and The Salvation Army, to learn about what works/doesn't work with current low-income assistance programs.

Agenda Item 2.3 Communications Committee Update

Community Renewable Energy Board Meeting
February 2022



Communications Committee Membership

- Alta
- Cottonwood Heights
- Moab
- Salt Lake City

[Resolution 21-11](#)

Key Activities

- Committee met on January 12
- Drafted three more entries for [FAQ page](#) ready for review and posting soon
- Created an [Agency Instagram Account](#) ready for posting soon
- Reviewed draft Agency comments on State Energy Plan

State Energy Plan

- State of Utah's response to [79-6-301 State Energy Policy](#)
- Will guide state agencies in providing energy, regulating energy development, etc.
- Comments reviewed at request of Agency Board Officers
 - Comments were intended to highlight the magnitude of participating communities' upcoming investment in renewable energy and the related economic impact and opportunity
- While the Community Renewable Energy Program does not need to be featured in the State Energy Plan, hopefully by submitting comments, the Agency is setting the stage for possible state-level collaboration

2022 Legislative Session

As part of the current Session, there are many “sustainability” bills relating to water use, trails and recreation, local food production, wildlife, transportation, energy, etc. These pieces may be of topical interest to this Agency, although they do not directly affect our Program:

[S.C.R.3: Concurrent Resolution Highlighting Utah’s Rare Earth Mineral Position](#)

- Topics: Energy, Mining, Natural Resources

[H.C.R 1: Concurrent Resolution to Work Together to Address the Climate, Public Lands, and Carbon](#)

- Topics: Energy, Carbon Sinks, Federal Policy

[H.J.R 3: Joint Resolution Supporting Federal Carbon Fee & Dividend Program](#)

- Topics: Carbon, Air Quality, Climate Change

[H.B. 54: Enterprise Zone Tax Credits](#)

- Topics: Hydrogen Fuel, Tax Credits, Infrastructure

[H.B. 189: Electric Vehicle Charging Modifications](#)

- Topics: Electric Vehicles, Multifamily Housing, HOAs

[H.B. 221: Tax Credit for Alternative Vehicles](#)

- Topics: Alternative Fuels, Tax Credits, Transportation

Next Steps

- Continue to update FAQ web page
- Start posting to Instagram account
- Send first Agency e-newsletter in February (delayed one month)
- Possible future collaboration with Low-Income Plan Committee on public outreach

Agenda Item 2.3 Program Design Committee Update

Community Renewable Energy Board Meeting
February 2022



Program Design Committee Membership

- Summit County
- Holladay
- Millcreek
- Ogden
- Park City
- Salt Lake City
- Springdale

[Resolution 21-06](#)

Key Activities

- Committee met three times in January
- Executed Confidentiality and Non-Disclosure Agreement with Rocky Mountain Power (signed agreement and Exhibit A below)
- Proposed a new draft work plan to Rocky Mountain Power for its consideration (latest draft below)
- Held meeting with Rocky Mountain Power to learn how the company ascribes value to and solicits new energy resources
- Paid second invoice to James Dodge Russell and Stephens (outside counsel)

Confidentiality and Non-Disclosure Agreement (1 of 2)

- The Board Chair executed the agreement on behalf of the Agency
- Individuals must sign form **Exhibit A** to view confidential information or take part in meetings where confidential information is shared
- **Exhibit A** simply says the individual has read the agreement and agrees to be bound by its terms
- Confidential information (documents and statements) can only be shared with others who have signed **Exhibit A**
- In other words, confidential information *cannot be shared in the context of a public meeting*

Confidentiality and Non-Disclosure Agreement (2 of 2)

- General non-confidential information *may* be disclosed for the purpose of “keeping constituents and other stakeholders generally apprised of the status of Settlement Discussions”
- The Agency and RMP will “endeavor to identify Settlement Information that is and is not reasonably understood to be sensitive or confidential outside the context of settlement negotiations”
- When in doubt, please refer specific questions to the Program Design Committee, who will seek guidance from the Agency’s outside counsel

Next Steps

- Finalize shared work plan with Rocky Mountain Power
- Hold third program design meeting with Rocky Mountain Power on February 18 – on program size and participation estimates and termination fees
- Question: Request from Emery County via the State Office of Energy Development to meet regarding resource development; how to handle?

Program Design Committee Feb 2022 Board Update – Addendum 1

Draft Program Design Work Plan dated Jan 28, 2022

DRAFT Revised 1/28/22 Work Plan pg 1

Month	Proposed Topic Focus
Dec 2021	<ul style="list-style-type: none"> Kick-off
Jan 2022: 1 meeting	<ul style="list-style-type: none"> Overview of Company resource valuation/acquisition and Integrated Resource Plan
Feb 2022: 1 meeting	<ul style="list-style-type: none"> Program size estimates, customer participation rates, and termination fees <ul style="list-style-type: none"> Program size estimates <ul style="list-style-type: none"> Company overview of eligible customer loads by community and tariff schedule Agency and Company review of retention rates from other jurisdictions and programs <i>Discuss: what percentages should we use for low, medium, and high program sizes for cost projections?</i> Termination fees <ul style="list-style-type: none"> Company overview of Subscriber Solar program termination fees and motivating factors <i>Discuss: termination fee amount, applicability, timing and timeframe, and waivers for special cases; ability to opt in later; and connection to backstopping issue</i> <i>Discuss: in general terms, how should customers opt out?</i>
Mar 2022: 1 st meeting	<ul style="list-style-type: none"> Utility Agreement <ul style="list-style-type: none"> Agency overview of required and desired elements of the Utility Agreement and implications for required local ordinance language <i>Discuss: approach to drafting the Utility Agreement and local ordinance</i>
Mar 2022: 2 nd meeting	<ul style="list-style-type: none"> Program resource repayment risk and backstop <ul style="list-style-type: none"> <i>Discuss: repayment risks attached to different types of program resources, customer types, and possible approaches to mitigating that risk</i>

DRAFT Revised 1/28/22 Work Plan pg 2

Month	Proposed Topic Focus
Apr 2022: 1 st meeting	<ul style="list-style-type: none"> Program resources, costs, and benefits <ul style="list-style-type: none"> Agency overview of resources of interest for the Program, with reference to the Act <i>Discuss: options for determining ongoing resource and other costs (fixed & variable), Renewable Energy Certificate (REC) costs, Program resource costs, and Program legal, technical, and other costs</i> <i>Discuss: Program avoided energy & capacity costs, avoided emissions risks and costs, fuel hedging, incremental energy efficiency/DSM/Demand Response</i>
April 2022: 2 nd meeting	<ul style="list-style-type: none"> Energy Efficiency (EE), Demand-Side Management (DSM), Advanced Meter Infrastructure (AMI) <ul style="list-style-type: none"> Company overview of EE and DSM programs and plans for AMI <i>Discuss: how would new Program EE or DSM resources would be procured?</i> <i>Discuss hypothetical: could all residential Program customers be enrolled in CoolKeeper and financial credit shared among all Program customers?</i>
May 2022: 1 st meeting	<ul style="list-style-type: none"> Program rates and Programmatic approaches to low-income assistance <ul style="list-style-type: none"> Agency overview of desired programmatic elements of plan for low-income assistance <i>Discuss: rate design issues and options based on quantifiable costs and benefits</i> <i>Discuss: programmatic approaches to low-income assistance</i> <i>Discuss: approach to projecting program rates</i>
May 2022: 2 nd meeting	<ul style="list-style-type: none"> Resource Solicitation <ul style="list-style-type: none"> Agency overview of important scoring factors and criteria <i>Discuss solicitation process for different types of resources – generation, storage, efficiency, transmission(?)</i> <i>Discuss: Program coordination with Company's Integrated Resource Plan (IRP) and Requests for Proposals (RFPs)</i> <i>Discuss: Program independent RFPs</i> <i>Discuss: resource selection criteria</i>

DRAFT Revised 1/28/22 Work Plan pg 3

Month	Proposed Topic Focus
June 2022: 1 st meeting	<ul style="list-style-type: none">• Periodic rate adjustments<ul style="list-style-type: none">• Company overview of the Cost of Service (CoS) study and importance to setting customer rates• <i>Discuss: Frequency and triggers for Program rate adjustments, including inputs for such Program rate adjustments and whether the Program would be subject to its own Cost of Service (CoS) study</i>
Jun 2022: 2 nd meeting	<ul style="list-style-type: none">• Other required items<ul style="list-style-type: none">• Agency overview of proposed opt out form and informational materials• Agency overview of proposed ordinance language• <i>Discuss: Approach to compiling list of community names, maps, customer counts and loads, and load forecasts for program application</i>• Proposed ordinance language
July 2022: 1 st meeting	<ul style="list-style-type: none">• Any remaining items, as needed
July 2022: 2 nd meeting	<ul style="list-style-type: none">• Any remaining items, as needed, before Program Application filed with Utah Public Service Commission

Program Design Committee Feb 2022 Board Update – Addendum 2

Fully Executed Confidentiality and Non-Disclosure
Agreement

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT COMMUNITY RENEWABLE ENERGY PROGRAM

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into effective the 18th day of January 2022, by and between PacifiCorp, d/b/a Rocky Mountain Power, an Oregon corporation, (the "Company"), and the Community Renewable Energy Agency ("Agency"), an agency created under the Interlocal Cooperation Agreement Among Public Entities Regarding The Community Renewable Energy Program ("Interlocal Cooperation Agreement") and pursuant to section 11-13-101 *et seq.* of the Utah Code. The Company and the Agency are each a "Party" and together the "Parties."

WHEREAS, the Company and the Agency are developing a community renewable energy program in accordance with sections 54-17-901 through -909 of the Utah Code (the "Program"), and in connection therewith, the Parties wish to engage in Settlement Discussions and exchange certain Confidential Information and Settlement Information (as those terms are hereinafter defined).

NOW THEREFORE, for good and valuable consideration, and the Parties intending to be bound by the mutual and reciprocal terms and conditions herein, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" means sensitive, proprietary or business confidential information made available by the Company to the Agency or the Agency to the Company in connection with development of the Program that is conspicuously marked or designated as "Confidential" and, in the case of Confidential Information provided by the Company to the Agency, that is accompanied by a concise statement of reasons supporting the claim of business confidentiality as required under section 63G-2-309 of the Utah Code, which may include but is not necessarily limited to the following types of information: data, materials, products, customer information, business plans, compilations, evaluations, analyses, financial information or other proprietary or confidential information and the verbal discussion of such information.

Confidential Information does not include information which, at the time of disclosure: (a) is generally available to the public (other than as a result of disclosure by the Parties, their Representatives, which are defined below, or the Listed Entities, which are also defined below), (b) was available to the Agency or the Company on a non-confidential basis from a source other than the Agency or the Company, or (c) independently developed by the Agency or the Company without reliance on the Confidential Information.

2. **Confidentiality; Disclosure.** The Confidential Information will be kept confidential by the Agency, the Company, the communities that are "Listed Entities" as defined in the Interlocal Cooperation Agreement, and their respective Representatives (defined below), subject to the obligations of the Agency and the Listed Entities under GRAMA, and neither the Agency, the Listed Entities, the Company, or their Representatives, will disclose the Confidential Information, except as provided below. "Representatives" are defined as a Party's officers, employees, advisors, agents, associates, attorneys, contractors, and consultants. In addition, with respect to the Agency, "Representatives" include its board members, alternate board members and each "Participating

Communities' Representative," as defined in the Interlocal Cooperation Agreement, as well as council members, mayors, managers, sustainability officers and other officials of any of the Listed Entities with a reasonable need to know information in connection with decisions of the Agency or the Listed Entities relating to the Agency or the Program.

Representatives of either Party may receive Confidential Information without the prior written authorization of the other Party; provided, however, that each Party shall be responsible to ensure that each of its Representatives is informed of and has agreed to keep such information confidential in accordance with this Agreement, as evidenced by the Representative's execution of the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Company acknowledges that the Agency and the Listed Entities are subject to the Governmental Records Access and Management Act ("GRAMA"), sections 63G-2-101 through -901 of the Utah Code, and Company acknowledges the burden of claiming an exemption from disclosure shall rest solely with Company. Prior to any disclosure under GRAMA, the Agency and the Listed Entities will notify the Company of any requests made for disclosure of records submitted under a claim of business confidentiality, and the Company may, at its own expense, take any appropriate actions to seek to prevent such disclosure. If the Agency or the Listed Entities are required under GRAMA to disclose any Confidential Information, the Agency or the Listed Entities shall furnish only that portion of the Confidential Information that it determines based on advice of counsel is legally required to be disclosed.

The Parties acknowledge that, in connection with the application for approval of the Program ("Program Approval Docket") to be filed by the Company with the Public Service Commission of Utah (the "Commission"), the Company may be required to provide the Commission with certain Confidential Information, and it may do so in conformance with the Commission's regulations on confidential information contained in Utah Administrative Code § 746-1-601 through -605. Confidential Information used or disclosed in the context of the Program Approval Docket will be governed by such Commission regulations.

Additionally, in regulatory proceedings in all state and federal jurisdictions in which the Company does business, it will from time to time be required to produce Confidential Information, and it may do so without prior notice to the Agency and without its actions being deemed a waiver of any right, power or privilege

3. Settlement Discussions. "Settlement Discussions" means discussions, negotiations, and oral statements of or about the positions of a Party or its Representatives regarding the Program and the development thereof. "Settlement Information" means (i) Settlement Discussions (ii) notes, summaries, and the like to the extent they contain details or descriptions of such discussions or negotiations; and (iii) drafts, information or material generated, developed or created as a result of the same. The Company and the Agency agree not to attempt to introduce or use Settlement Information in the Program Approval Docket. The Company and the Agency also agree not to disclose, and to use commercially reasonable efforts to cause their Representatives not to disclose, Settlement Information that should reasonably be understood to be sensitive or confidential outside the context of such Settlement Discussions. Nothing in this paragraph shall prevent a Party or its Representatives from reasonably disclosing general Settlement Information that is not Confidential

Information and is not information that should reasonably be understood to be sensitive or confidential outside the context of such Settlement Discussions for purposes of (A) keeping constituents and other stakeholders generally apprised of the status of Settlement Discussions or (B) securing any necessary Program-related approvals. During Settlement Discussions, the Parties will endeavor to identify Settlement Information that is and is not reasonably understood to be sensitive or confidential outside the context of settlement negotiations.

4. **Intellectual Property Rights.** Nothing contained in this Agreement grants any rights respecting any intellectual property of the Parties (whether copyrighted or patented) or uses thereof. The analysis and work product hereunder are to be prepared for the exclusive use of the Parties and their designated agents. The Parties agree that all work prepared by them or their employees, agents and subcontractors of any tier (including their respective employees, agents and subcontractor(s)) which is subject to protection under copyright laws constitute "work for hire", all copyrights to which belong to the Parties. Furthermore, such work products may not be reproduced or used for any other purpose without the express written consent of the Parties.

5. **Costs and Expenses.** Except as otherwise provided in any other written agreement between the Parties, the Parties will bear their own costs and expenses incurred in connection with the negotiation and approval of the Program, including without limitation, the fees of counsel, accountants and other consultants and advisors.

6. **Term.** This Agreement shall terminate upon the opening of the Program Approval Docket; provided, however, such termination shall not affect any obligation with respect to Confidential Information or Settlement Information received by the Parties prior to such termination, which obligation shall continue indefinitely.

7. **Notices.** Notices under this Agreement shall be in writing and shall be effective when actually delivered to the addresses shown below:

If to Company:
Rocky Mountain Power
Office of General Counsel
Attn: Richard Garlish or
Stephanie Barber-Renteria
1407 West North Temple, Suite 320
Salt Lake City, UT 84116
Email: Richard.garlish@pacificorp.com
Stephanie.barber-renteria@pacificorp.com

If to Agency:
Community Renewable Energy Agency
Attn: Phillip J. Russell
James Dodge Russell & Stephens, P.C.
10 W. Broadway, Suite 400
Salt Lake City, UT 84101
Email: prussell@jdrslaw.com

The Parties may change their addresses for notification purposes by written notice to the other Parties in accordance with this Agreement.

8. **Assignment.** No Party to this Agreement may assign or otherwise transfer its rights or delegate its duties hereunder without the prior written consent of the other Parties, and any attempt to do so is void.

9. **Remedies.** The Parties shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, provided, however, that to the extent any Listed Entity is wholly responsible for any breach of this Agreement, any relief shall be obtained only from such Listed Entity, and the Agency and any remaining Listed Entities shall not be held responsible. In no event will any Party be liable for punitive or consequential damages for any alleged breach hereof. No failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof. Each Party therefore agrees that prior to and in addition to any legal remedies obtained by a Party (the "Aggrieved Party") for a breach of this Agreement by another Party (the "Offending Party"), Aggrieved Party may seek and obtain immediate entry of appropriate equitable relief against the Offending Party or its representatives. The Offending Party waives any requirement of Aggrieved Party's posting of bond in connection with obtaining such equitable relief. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. **Venue and Choice of Law.** This Agreement is governed by the laws of the State of Utah. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, will be instituted in state court in Salt Lake County, Utah (the "Acceptable Forum"). Each Party agrees that the Acceptable Forum is convenient to it, and each Party irrevocably submits to the jurisdiction of the Acceptable Forum and waives any and all objections to jurisdiction or venue that it may have in any such suit, action or proceeding.

11. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement of the Parties hereto relating to the subject matter hereof, and this Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter hereof. No provision in this Agreement may be waived or amended except by written consent of the Parties. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof. Entering into this Agreement does not bind or commit any Party to enter into future agreements or transactions related to the information exchanged pursuant to this Agreement.

12. **Severability.** If any term or provision of this Agreement or the application thereof is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Counterparts.** This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or

electronically in PDF format or other electronic means (e.g., DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

ROCKY MOUNTAIN POWER


Signature

Name: Joelle Steward

Title: Senior Vice President
Regulation & Customer &
Community Solutions

COMMUNITY RENEWABLE ENERGY AGENCY


Signature

Name: DAN DUGAN

Title: CREA CHAIR
SLC COUNCIL MEMBER, DISTRICT SIX

EXHIBIT A

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
COMMUNITY RENEWABLE ENERGY PROGRAM**

I have read the Confidentiality and Non-Disclosure Agreement between PacifiCorp, d/b/a, Rocky Mountain Power, and the Community Renewable Energy Agency, dated effective _____, 2022, and I hereby agree to be bound by the terms thereof.

Name

Employer or Firm

Business Address

Date